

RESPONSIBILITIES OF THE DEPARTMENT OF PUBLIC WELFARE

Provision of Services

1. The Department of Public Welfare will, with staff from the Health Department, draft informational and instructional materials, for purposes of training staff. Such training shall not be limited to the processes for surveying and certifying nursing homes for participation in Title XIX of the Social Security Act, but shall also include indepth training with reference to the nature and scope of the Title XIX program and policies, procedures, and requirements.
2. The Department of Public Welfare will meet with nursing home administrators (or other staff where applicable) as appropriate for purposes of interpretation of the Title XIX program, for orientation with reference to the surveying and certification processes as applicable to nursing homes participating in the Title XIX program, and will implement and carry out such other interpretive procedures as may be necessary.

B. Fiscal

1. See Section VI, Paragraph "A", this Agreement.

GENERAL RESPONSIBILITIES

A. Coordination

1. The Department of Public Welfare and the Health Department will supply to each other the names of staff in need of training. Each agency, so far as it is practical, will permit such staff to participate in training programs.
2. Subsequent to completion of training programs as set forth in Paragraph "1" above, the Department of Public Welfare and the Health Department will continue the training of staff by assignment, so far as it is practical, by on the job training.
3. So far as it is practical, the Department of Public Welfare and the Health Department will exchange staff for purposes of on the job training in areas that relate to the surveying and certification processes and responsibilities of each Agency as stated in the Agreement. Such assignments shall be temporary.

SECTION VI

GENERAL PROVISIONS

A. Fiscal

1. The Department of Public Welfare will provide funds for reasonable and necessary costs, and for the attendance of surveyor personnel at University based training programs, to the Health Department for performing the functions authorized by this Agreement. Such funds will be paid periodically by the appropriate State officer upon certification by the Department of Public Welfare. Where the Health Department utilizes services or material purchased or contracted for by it, pursuant to this Agreement, for purposes which include purposes other than those authorized by this Agreement, the cost of such services or material shall, pursuant to standards issued by the Department of Public Welfare, be pro-rated for functions authorized by this Agreement. The records maintained or submitted to the Department of Public Welfare shall include the names of employees, salaries paid, hours of performance, and specification of duties.

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2. The Health Department will submit estimates of anticipated costs for such periods, at such times, and in such manner as may be requested by the Department of Public Welfare. Such costs will not include:
 - a. Any costs attributable to the general expenses of the State in carrying on the functions of government not included in this Agreement; or
 - b. Any costs which may be allocated to any other agency or organization for performing functions similar to, or related to, those functions described in this Agreement. After considering all pertinent information and after prior consultation with the Health Department, the Department of Public Welfare will notify the Health Department of the amount which will be certified for payment to it for such period. The Health Department will not incur or make expenditures for such period which will exceed the amount of payment the Health Department certifies for such period.
3. After the close of a period for which funds have been certified as available to the Health Department, the Health Department will submit a report of its actual expenditures for such period in such manner, and within such time as may be agreed upon between the Department of Public Welfare and the Health Department. The Department of Public Welfare will determine whether such expenditures were necessary for the performance of the functions authorized by this Agreement under standards agreed upon between the Department of Public Welfare and the Health Department in effect at the time such expenditures were made or incurred. If, pursuant to such standards, the Public Welfare Department determines that any such expenditure was not necessary for such purpose, the Public Welfare Department shall so inform the Health Department of tentative exceptions taken, with full explanation of such tentative exceptions. The Health Department thereupon will be given a reasonable length of not less than thirty (30) days to justify such expenditures. If the Public Welfare Department thereafter finds that such expenditures are not necessary to the performance of the functions authorized by this Agreement, the total amount of reimbursement expenditures made and incurred in such period shall be reduced by an amount so determined by the Public Welfare Department and the expenditures determined to be necessary for such period will be repaid by the Health Department to the appropriate State officer for deposit in the appropriate State account, or may be adjusted within the limits of available funds, either by increase or reduction, as appropriate, in the amount certified for advance by the Public Welfare Department for a subsequent period.
4. All estimates and reports of expenditures and other reports will be prepared in accordance with appropriate budgetary and accounting methods and administrative practices adopted by the Public Welfare Department and the Health Department. The Health Department will furnish or make available such supplemental accounts, records, or other information as are required to substantiate any estimate, expenditure, or report, as requested by the Public Welfare Department or as may be necessary for auditing purposes to verify that expenditures were made only for purposes authorized by this Agreement.

B. Personnel

1. Personnel of the Public Welfare Department and the Health Department performing functions under this Agreement shall be subject to the Minnesota Merit System. The Merit System shall be applicable, in accordance with Federal standards, to personnel performing functions under this Agreement.

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C. Compliance with Regulations

1. The Public Welfare Department and the Health Department will comply with such rules, regulations, and standards as are necessary to carry out the purposes of the Agreement.

D. Amendments

1. This Agreement constitutes the whole Agreement between the parties and it is mutually understood and agreed that no alterations or variations to the terms of this Agreement shall be valid unless amendments hereto are made in writing and agreed to by both parties.

E. Termination of Agreement

1. Either party may terminate this Agreement on thirty (30) days advance notice in writing to the other party.
2. If this Agreement is terminated, any funds paid to the Health Department under the provisions of this Agreement which have not been expended or encumbered in accordance with the provisions of this Agreement prior to the date as of which the Agreement was terminated and any property purchased with funds paid to the Health Department under the provisions of this Agreement, shall be accounted for in accordance with standards established by the Public Welfare Department governing disposition of such property and funds.

STATE OF MINNESOTA, BY AND THROUGH THE
FOR THE STATE: Department of Public Welfare

(Title XIX Agency)

Constance M. Thompson
Acting Commissioner

Date: January 16, 1972

FOR THE STATE: Department of Health
(Survey Agency)

Walter R. Brown
Secretary and Executive Officer

Date: January 16, 1972

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COOPERATIVE AGREEMENT BETWEEN THE
MINNESOTA DEPARTMENT OF PUBLIC WELFARE
AND THE

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MINNESOTA DEPARTMENT OF HEALTH
RELATING TO THE SURVEY AND CERTIFICATION OF HEALTH CARE FACILITIES

This Agreement made and entered into this 1st day of July, 1974 (as amended) by between the Minnesota Department of Public Welfare and the Minnesota Department of Health for the purpose of performing functions attendant to the responsibilities of the parties hereto in the Survey and Certification of all applicable Health Care Facilities for participation in the Minnesota Medical Assistance Program (XIX), and shall be in effect until terminated. This agreement shall be reviewed at periodic intervals as mutually agreed but which should not be less frequently than once per year. Review includes mutual consultation with Health, Education and Welfare representatives charged with official responsibility for Title XIX programs.

WHEREAS, the United States Department of Health, Education, and Welfare has promulgated regulations concerning the survey and certification of health care facilities as required by P.L. 92-603, Sec. 239 & 246, which impose duties and responsibilities upon the parties hereto;

WHEREAS, the Department of Public Welfare and the Department of Health have both mutual and individual responsibility and interest in the Minnesota Medical Assistance Program (Title XIX), and whereas the relationship between these two Departments in the specific program under Title XIX of the Social Security Act must be defined, this constitutes a formal agreement between the two Departments;

WHEREAS, the Department of Public Welfare is the agency designated to enforce the Minnesota Plan for the Medical Assistance Program (Title XIX) - Section 1902(a) (5) of the Social Security Act and MSA 256B, and whereas the Minnesota Department of Health is the agency as stipulated by Minnesota Statutes, Chapter 717, Sec. 6, subd. 2 with the responsibility to survey and certify health care facilities applying for and/or participating in the Minnesota Medical Assistance program (Title XIX);

NOW THEREFORE, be it resolved for and in consideration of the mutual benefits to be received by each other, the parties hereto agree to perform the necessary functions in connection with these responsibilities.

GENERAL PROVISIONS

A. General Responsibilities, Procedures, and Provisions

1. All surveys and inspections of health care facilities will be carried out by qualified personnel in the employment of the Minnesota Department of Health operating out of the Licensing and Certification Programs within the Division of Health Facilities, which constitutes a single survey and certification unit for all federal certification activities and state licensing activities.
2. Surveys and site visits will be conducted in accordance with requirements of federal programs, with a comprehensive survey being conducted no less frequently than once annually in each licensed and certified facility.

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3. In addition to surveying and site visiting all facilities, consultative services shall be provided directed toward assisting facilities to meet federal certification and state licensing standards for the purpose of improving the quality of patient care.
4. In accordance with the State plan for Medical Assistance under Title XIX of the Social Security Act, the Minnesota Department of Health will be responsible for conducting at least one inspection by an independent professional review team in each intermediate care facility within one year from the effective date of the intermediate care facility regulations and at least annually thereafter. A summary report of the results of each inspection will be furnished to the Department of Public Welfare.
5. The State plan for medical assistance under Title XIX of the Social Security Act provides for periodic inspections by medical reviews teams to be made in all skilled nursing facilities caring for patients under the plan. The medical review of all patients receiving medical assistance will be performed by medical review teams under the jurisdiction of the Minnesota Department of Health on at least an annual basis. Summaries of inspections will be sent to the Department of Public Welfare.
6. The Minnesota Department of Public Welfare is the single State agency responsible for monitoring the review of utilization of care and services under the State plan for medical assistance. The Minnesota Department of Health will perform the survey function of all facilities certified in the Title XIX (Medicaid) program as skilled nursing or intermediate care facilities for compliance with utilization review requirements. The Department of Health will notify the Department of Public Welfare of all facilities not in compliance with utilization review regulations.
7. The Minnesota Department of Public Welfare will be responsible for issuing provider agreements to facilities certified by the Minnesota Department of Health, and will maintain summary information concerning such provider agreements.
8. The Minnesota Department of Health will submit estimates for anticipated costs for all survey and certification activities for each fiscal year beginning July 1 and ending June 30, including all costs attributable to the general expenses of the Department in carrying out the functions of this agreement. All estimates and reports of expenditures and other reports will be prepared in accordance with appropriate budgetary and accounting methods and administrative practices adopted by the State of Minnesota. The Minnesota Department of Health will furnish or make available such supplemental accounts, records, or other information as are required to substantiate any estimate, expenditure, or report, as requested by the Minnesota Department of Public Welfare or as may be necessary for audit purposes to verify that expenditures were made only for purposes authorized by this agreement.
9. The Minnesota Department of Public Welfare will provide funds for reasonable and necessary costs associated with carrying out the provisions of this agreement. Such funds will be paid periodically in accordance with generally accepted accounting methods and procedures as adopted by the State of Minnesota.

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10. This agreement constitutes the whole agreement between the parties and it is mutually understood that no alterations or variations to the terms of this agreement shall be valid unless amendments hereto are made in writing and agreed to by both parties.

Either party may terminate this agreement on sixty (60) days advance notice in writing to the other party. Should there be any cause for this agreement to be terminated, any funds paid to the Minnesota Department of Health under the provisions of this agreement which have not been expended or encumbered in accordance with the provisions of this agreement prior to the date as of which the agreement was terminated and any property purchased with funds paid to the Minnesota Department of Health under the provisions of this agreement, shall be accounted for in accordance with standards established by the State of Minnesota governing disposition of such property and funds.

STATE OF MINNESOTA, BY AND THROUGH THE

FOR THE STATE: Department of Public Welfare
(Title XIX Agency)

David L. Johnson
Commissioner

Date: 8/13/74

FOR THE STATE: Department of Health
(Survey and Certification Agency)

Walter A. Johnson
Commissioner

Date: 7/29/74

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